

#8  
SEP 26 2013



**MEMORANDUM   Transportation & Development Department Memo No. RE14-024**

**DATE:**            SEPTEMBER 26, 2013

**TO:**                MAYOR AND COUNCIL

**THRU:**            RICH DLUGAS, CITY MANAGER *RD*  
MARSHA REED, ASSISTANT CITY MANAGER *MR*  
R.J. ZEDER, TRANSPORTATION & DEVELOPMENT DIRECTOR *RJ*

**FROM:**            ERICH KUNTZE, REAL ESTATE COORDINATOR *EK for*

**SUBJECT:**        ORDINANCE NO. 4489 GRANTING TWO IRRIGATION EASEMENTS TO  
SALT RIVER PROJECT (SRP)

RECOMMENDATION: Staff recommends introduction and tentative approval of Ordinance No. 4489 granting two (2) irrigation easements to Salt River Project (SRP), at no cost, along the north right-of-way of Chandler Boulevard for a distance of approximately 500 feet east of McClintock Drive.

BACKGROUND/DISCUSSION: As part of the development of the Tharaldson Hotel, it is necessary for the developer to relocate certain irrigation facilities owned by SRP. This relocation requires moving existing pipes within the City of Chandler's right-of-way to accommodate the project's development. The developer is paying for this work. The easements are being granted at no cost as they benefit the Public by assuring a continued water supply.

Staff has reviewed and approved the legal descriptions for the requested easements.

FINANCIAL IMPLICATIONS:

Cost:                    N/A  
Savings:                N/A  
Long Term Costs:    N/A

Memo No. RE14-024

Page 2

September 26, 2013

PROPOSED MOTION: Move City Council introduce and tentatively approve Ordinance No. 4489 granting two (2) irrigation easements to Salt River Project (SRP), at no cost, along the north right-of-way of Chandler Boulevard for a distance of approximately 500 feet east of McClintock Drive.

Attachments: Map  
Ordinance No. 4489  
SRP Irrigation Easements

**ORDINANCE NO. 4489**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE GRANTING TWO (2) IRRIGATION EASEMENTS TO SALT RIVER PROJECT (SRP), AT NO COST, ALONG THE NORTH RIGHT-OF-WAY OF CHANDLER BOULEVARD FOR A DISTANCE OF APPROXIMATELY 500 FEET EAST OF MCCLINTOCK DRIVE.

WHEREAS, the City of Chandler has approved the development of the Tharaldson Hotel Project at the northeast corner of McClintock Drive and Chandler Boulevard; and

WHEREAS, the project requires the relocation of existing Salt River Project (SRP) irrigation facilities at this location at the developer's cost; and

WHEREAS, the City of Chandler is willing to grant the irrigation easements at no cost to Salt River Project in order to accommodate the development of the Tharaldson Hotel Project.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the City Council of the City of Chandler, Arizona authorizes and approves the granting of two (2) irrigation easements at no cost to Salt River Project, through, over, under and across that certain property described and depicted in Exhibits "A" and "B" attached hereto.

Section 2. That the granting of said irrigation easements shall be in a form approved by the City Attorney.

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the irrigation easements and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

PASSED AND ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**CERTIFICATION**

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4489 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and that a quorum was present thereat.

\_\_\_\_\_  
CITY CLERK

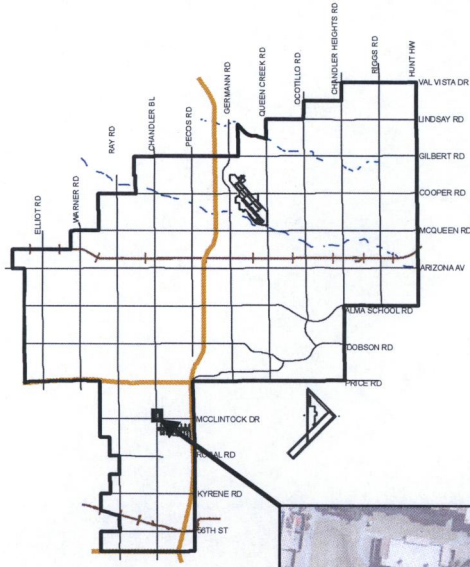
APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY *CAF*





# GRANT TWO IRRIGATION EASEMENTS TO SALT RIVER PROJECT ALONG THE NORTH SIDE OF CHANDLER BLVD. EAST OF McCLINTOCK DR.



MEMO NO. RE14-024

IRRIGATION EASEMENT





**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350

P. O. Box 52025

Phoenix, Arizona 85072-2025

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**IRRIGATION EASEMENT**

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Maricopa County  
Parcel #301-64

R/W #527 Agt. PAR

Job #RD-22965

W PAR C \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That

**CITY OF CHANDLER**, ("Grantor"),  
an Arizona municipal corporation,

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the non-exclusive right, easement and privilege to construct, reconstruct, operate and maintain an underground irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities (collectively, the "Irrigation Facilities) through, over, under and across the following described property:

**Said easement being more particularly described on EXHIBIT A  
attached hereto and by reference made a part hereof.**

Grantee shall have the right, but not the obligation to trim, cut and clear away trees or brush in the easement area whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted. Grantor shall be responsible for the cost of removal of any trees or brush installed by Grantor that does not comply with the specifications in **Exhibit B**, attached hereto.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall automatically cease and revert to the Grantors, their heirs and assigns. This reversion is self-executing. However, in such event, and at Grantor's request, Grantee shall provide a quit claim deed or other recordable document sufficient to evidence the extinguishment of the easement and Grantee's interest in the real property described within this easement document.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor shall not erect, construct or permit to be erected or constructed any building, fence or other structure, drill any well or install swimming pools within the limits of said easement area, except Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines, street lighting and public utilities in the easement area which comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
2. Other easements or permits for public utility purposes which Grantor grants in, upon, under, over and across the easement area described herein shall provide for compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth by the City Traffic Engineer in the latest edition of the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements, and privileges hereby granted and the priority of this easement against all acts of the Grantor and no other, subject to any matter that may appear of record.

5. If, in its use of the easement area for any purpose, Grantee disturbs or damages any property or improvements of Grantor constructed in accordance with Exhibit B, all such property or improvements so disturbed or damaged shall be restored as close to its previous condition as is reasonably possible at the expense of Grantee.

6. In no event shall Grantee cause any irrigation facility to be located closer than two (2) feet from back of the curb (existing or as planned and made known to Grantee before the execution of this easement) for the adjacent public street or paved roadway, except at the point where the irrigation facility will intersect and cross under any such public street or paved roadway.

7. Nothing herein or within the attached Exhibit B shall be construed to prohibit Grantor from installing any intersecting public street or paved roadway, including any related surface parking areas, curbs and gutters, landscaping irrigation lines, street lighting and public utilities related thereto, which intersects with and crosses over that portion of Grantor's road right of way in which the easement area lies, as indicated in the attached Exhibit A; provided, Grantor shall coordinate with Grantee to assure that such facilities will not damage or unreasonably interfere with Grantee's irrigation facilities.

IN WITNESS WHEREOF, **THE CITY OF CHANDLER**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY OF CHANDLER,**  
an Arizona municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney for the City of Chandler *LAB*



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of **THE CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Notary Stamp/Seal

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

S/LANDFORM/MASTER/CofC IRRIGATION/NEW 2000

**EXHIBIT "A"**  
**DESCRIPTION OF REAL ESTATE IN MARICOPA COUNTY,**  
**STATE OF ARIZONA**

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY FIVE (25), TOWNSHIP ONE (1) SOUTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 25, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2661.76 FEET (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 482.06 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE NORTH 52 DEGREES 34 MINUTES 45 SECONDS EAST, A DISTANCE OF 106.97 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.67 FEET;

THENCE NORTH 01 DEGREES 51 MINUTES 25 SECONDS EAST, A DISTANCE OF 6.99 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 25 SECONDS WEST, A DISTANCE OF 6.99 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 157.86 FEET;

THENCE SOUTH 04 DEGREES 14 MINUTES 47 SECONDS WEST, A DISTANCE OF 18.27 FEET;

THENCE NORTH 85 DEGREES 45 MINUTES 13 SECONDS WEST, A DISTANCE OF 121.57 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 47.69 FEET;

THENCE NORTH 66 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 25.87 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.67 FEET;

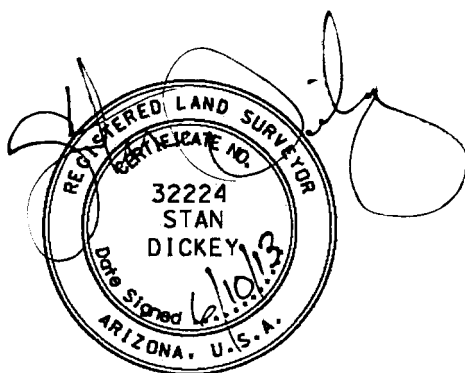
THENCE SOUTH 62 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 36.54 FEET;

THENCE SOUTH 52 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 80.89 FEET;

CONTINUED ON PAGE 2...

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 37.03 FEET  
TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,248 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.



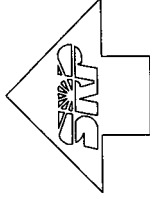
REGISTRATION  
EXPIRES: 03-31-16

# EXHIBIT "A"

BEARING	DISTANCE
N90°00'00"W	47.69' (C)
S5°55'21"W	25.87' (C)
N9°00'00"W	10.67' (C)
S2°00'00"W	36.54' (C)
S45°00'00"W	80.89' (C)

## ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
(C)	CALCULATED
FND	FOUND
M.C.R.	MARICOPA COUNTY RECORDER
(M)	MEASURED
(R)	RECORDED
W/	WITH
R/W	RIGHT OF WAY
NTS	NOT TO SCALE
LVI	LAST VISUAL INSPECTION



APN 301-64-0080  
2006-1523353, MCR

RESULTS OF SURVEY  
BOOK 1139, PAGE 30,  
MCR

2013-0405820, MCR

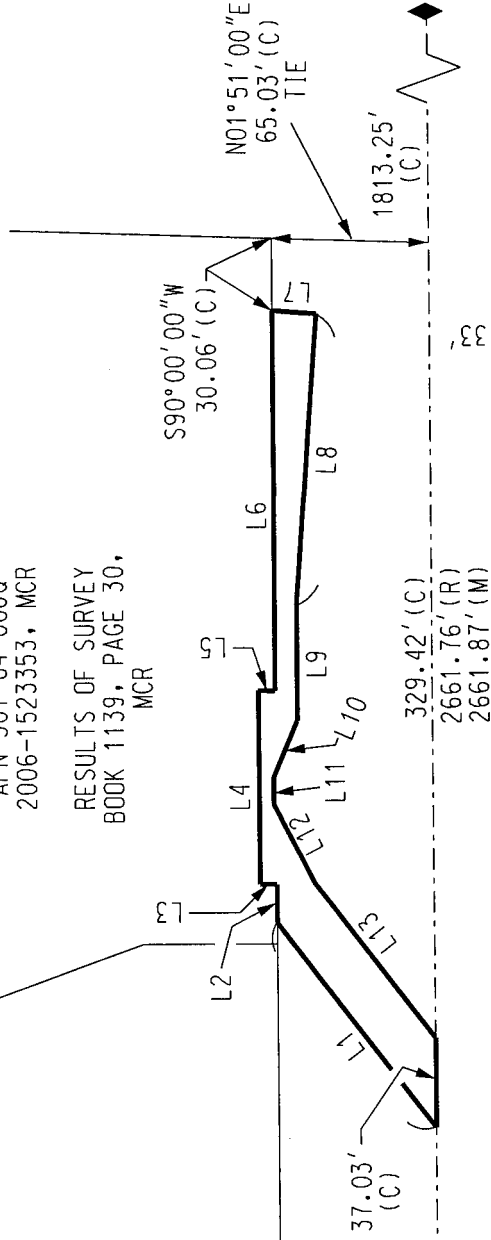
DLER BOULEVARD

R/W

482.06' (C)

N90°00'00"E

BASIS OF BEARINGS



S1/4 COR  
SEC 25,  
T1S, R4E  
FND BCHH  
LVI 5/5/11

S:/Projects/Pipe And Ditch Jobs/Old Job Numbers/W13-55088-01.DGN

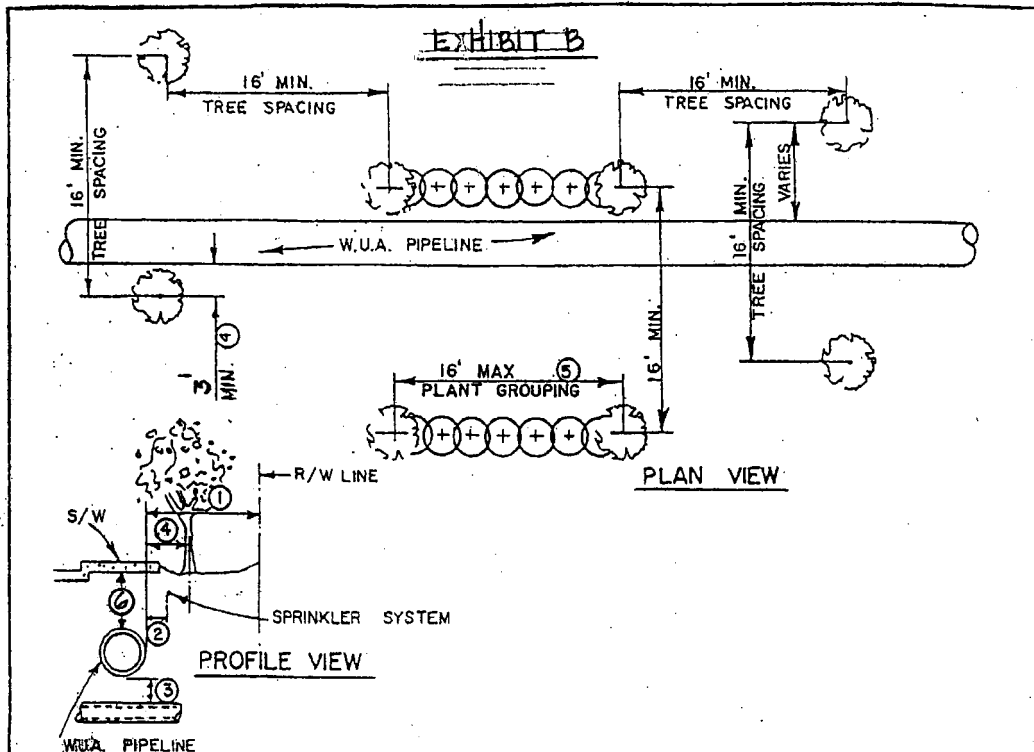
TERLINE	SALT RIVER PROJECT		SURVEY DIVISION	
	AGRICULTURAL IMPROVEMENT & POWER DISTRICT		LAND DEPARTMENT	
AGENT	SRP JOB NUMBER:	RD-22965	SCALE:	NTS
	AMP W/O NUMBER:	N/A	SHEET:	3 OF 3
	AGENT:	RAFFIELD	SHEET SIZE:	8.5"x14"
	DRAWN:	BH	REVISION:	0
	CHECKED BY:		CREW CHIEF:	FIX
AS NOTED	DATE:	6/06/13	FIELD DATE:	1/13/13
	THARALSDON HOTEL SW 1/4, SEC 25 T.1.S., R.4.E. 23.1E - 4.9S			

**EXHIBIT B**

IF GRANTOR (CITY) INSTALLS TREES, SHRUBBERY OR OTHER PLANTS IN A MANNER INCONSISTENT WITH EXHIBIT B, GRANTEE MAY REQUIRE GRANTOR TO REMOVE THEM AT GRANTOR'S SOLE EXPENSE. FURTHER, GRANTOR SHALL REIMBURSE GRANTEE FOR ALL COSTS INCURRED TO REMEDY ANY DAMAGE TO OR INTERFERENCE WITH ANY IRRIGATION FACILITIES, CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR, UNLESS GRANTEE REASONABLY DETERMINES THAT TIME DOES NOT PERMIT, GRANTEE SHALL PROVIDE GRANTOR WITH REASONABLE NOTICE AND A DAMAGE ESTIMATE IN ADVANCE OF INCURRING COSTS TO REMEDY ROOT PROBLEMS. WHENEVER GRANTEE HAS INCURRED SUCH COSTS WITHOUT ADVANCE NOTICE TO GRANTOR, GRANTEE SHALL PROVIDE GRANTOR WITH VISUAL EVIDENCE OF THE DAMAGE ALONG WITH GRANTEE'S REQUEST FOR REIMBURSEMENT WITHIN TEN (10) DAYS OF THE COMPLETION OF THE DAMAGE OF REPAIRS. UNLESS CAUSED BY GRANTEE NEGLIGENCE, GRANTOR SHALL INDEMNIFY AND SAVE HARMLESS GRANTEE AGAINST AND FROM ANY LIABILITY FOR CLAIMS FOR DAMAGE OR INJURY ARISING OUT OF INTERFERENCE WITH OR DAMAGE TO ANY IRRIGATION FACILITIES CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR.



ORIGINAL



UNDERGROUND IRRIGATION PIPELINE

- ① MINIMUM 2' CLEARANCE TO POLES, FENCE OR BUILDING IN PUBLIC R/W. AREA MAY BE USED FOR DRIVEWAY, PARKING, SIDEWALK, LAWN OR ALLEY.
- ② MINIMUM 2' CLEARANCE TO UNDERGROUND UTILITY LINES EXCEPT SPRINKLER SYSTEM. CITY RESPONSIBLE FOR REPAIRING SPRINKLER SYSTEM INSTALLED CLOSER THAN 2'. UTILITY EXCAVATION SHALL BE MINIMUM 2' FROM OUTSIDE EDGE OF C.I.P.P.
- ③ UNDER OR OVER CROSSING MINIMUM 1'.
- ④ MINIMUM 3' TO TREES IN PUBLIC R/W. SEE PLAN VIEW FOR OTHER REQUIREMENTS.
- ⑤ PLANT GROUPINGS SHALL NOT EXCEED 16'; GROUPINGS ON SAME SIDE OF PIPE SHALL BE MINIMUM 16' APART.
- ⑥ MAINTAIN 2' OF COVER

ADDED NOTE 6				
05-18-00	JWS	CWT	6/28/79	2
REVISED	BY	CHK'D	DATE	REV.
SALT RIVER VALLEY WATER USERS' ASS'N				
PHOENIX, ARIZONA				
S.R.P. R/W GUIDELINES				
FOR MUNICIPAL				
PRIOR RIGHTS AGREEMENT				
DESIGNED A.R.		CHECKED G.W.		
DRAWN A.K.		RECOMMENDED C.P.		
TRACED 6-28-79		APPROVED TNS		
SCALE NONE				
6-28-79   C-8-131				

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350

P. O. Box 52025

Phoenix, Arizona 85072-2025

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**IRRIGATION EASEMENT**

---

Maricopa County

Parcel #301-64

R/W #527 Agt. PAR

Job #RD-22965

W PAR c DJK

**KNOW ALL MEN BY THESE PRESENTS:**

That

**CITY OF CHANDLER**, ("Grantor"),  
an Arizona municipal corporation,

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the non-exclusive right, easement and privilege to construct, reconstruct, operate and maintain an underground irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities (collectively, the "Irrigation Facilities) through, over, under and across the following described property:

**Said easement being more particularly described on EXHIBIT A  
attached hereto and by reference made a part hereof.**

Grantee shall have the right, but not the obligation to trim, cut and clear away trees or brush in the easement area whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted. Grantor shall be responsible for the cost of removal of any trees or brush installed by Grantor that does not comply with the specifications in **Exhibit B**, attached hereto.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall automatically cease and revert to the Grantors, their heirs and assigns. This reversion is self-executing. However, in such event, and at Grantor's request, Grantee shall provide a quit claim deed or other recordable document sufficient to evidence the extinguishment of the easement and Grantee's interest in the real property described within this easement document.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor shall not erect, construct or permit to be erected or constructed any building, fence or other structure, drill any well or install swimming pools within the limits of said easement area, except Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines, street lighting and public utilities in the easement area which comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
2. Other easements or permits for public utility purposes which Grantor grants in, upon, under, over and across the easement area described herein shall provide for compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof, unless agreed to by Grantee in writing.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth by the City Traffic Engineer in the latest edition of the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements, and privileges hereby granted and the priority of this easement against all acts of the Grantor and no other, subject to any matter that may appear of record.

5. If, in its use of the easement area for any purpose, Grantee disturbs or damages any property or improvements of Grantor constructed in accordance with Exhibit B, all such property or improvements so disturbed or damaged shall be restored as close to its previous condition as is reasonably possible at the expense of Grantee.

6. In no event shall Grantee cause any irrigation facility to be located closer than two (2) feet from back of the curb (existing or as planned and made known to Grantee before the execution of this easement) for the adjacent public street or paved roadway, except at the point where the irrigation facility will intersect and cross under any such public street or paved roadway.

7. Nothing herein or within the attached Exhibit B shall be construed to prohibit Grantor from installing any intersecting public street or paved roadway, including any related surface parking areas, curbs and gutters, landscaping irrigation lines, street lighting and public utilities related thereto, which intersects with and crosses over that portion of Grantor's road right of way in which the easement area lies, as indicated in the attached Exhibit A; provided, Grantor shall coordinate with Grantee to assure that such facilities will not damage or unreasonably interfere with Grantee's irrigation facilities.


IN WITNESS WHEREOF, **THE CITY OF CHANDLER**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY OF CHANDLER,**  
an Arizona municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney for the   
City of Chandler

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of **THE CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Stamp/Seal

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

S/LANDFORM/MASTER/CofC IRRIGATION/NEW 2000



**EXHIBIT "A"**  
**DESCRIPTION OF REAL ESTATE IN MARICOPA COUNTY,**  
**STATE OF ARIZONA**

AN EASEMENT LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY FIVE (25), TOWNSHIP ONE (1) SOUTH, RANGE FOUR (4) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 25, BEING A BRASS CAP IN HAND HOLE, BEARS NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2661.76 FEET (BASIS OF BEARINGS);

THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 62.52 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 58.86 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 33 MINUTES 57 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89 DEGREES 26 MINUTES 03 SECONDS EAST, A DISTANCE OF 1.39 FEET;

THENCE SOUTH 44 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 15.13 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 155.76 FEET;

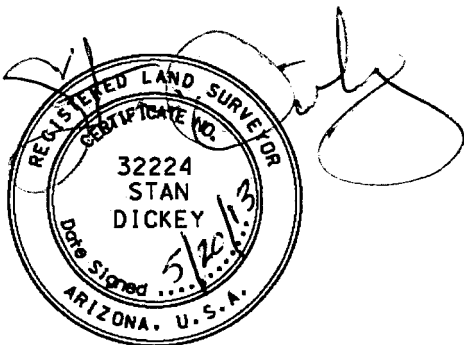
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 78.02 FEET;

THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, A DISTANCE OF 3.72 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 03 SECONDS WEST, A DISTANCE OF 245.50 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 1,785 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.



REGISTRATION  
EXPIRES: 03-31-16

# EXHIBIT "A"

## ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
(C)	CALCULATED
FND	FOUND
M.C.R.	MARICOPA COUNTY RECORDER
(M)	MEASURED
(R)	RECORDED
W/	WITH
R/W	RIGHT OF WAY
NTS	NOT TO SCALE
LVI	LAST VISUAL INSPECTION

NUMBER	BEARING	DISTANCE
L9	N90°00'00"W	47.69' (C)
L10	N66°55'21"W	25.87' (C)
L11	N90°00'00"W	10.67' (C)
L12	S62°40'42"W	36.54' (C)
L13	S52°34'45"W	80.89' (C)

NUMBER	BEARING	DISTANCE
L1	N52°34'45"E	106.97' (C)
L2	N90°00'00"E	15.67' (C)
L3	N01°51'25"E	6.99' (C)
L4	N90°00'00"E	80.00' (C)
L5	S01°51'25"W	6.99' (C)
L6	N90°00'00"E	157.86' (C)
L7	S04°14'47"W	18.27' (C)
L8	N85°45'13"W	121.57' (C)

APN 301-64-0080  
2006-1523353, MCR  
RESULTS OF SURVEY  
BOOK 1139, PAGE 30,  
MCR

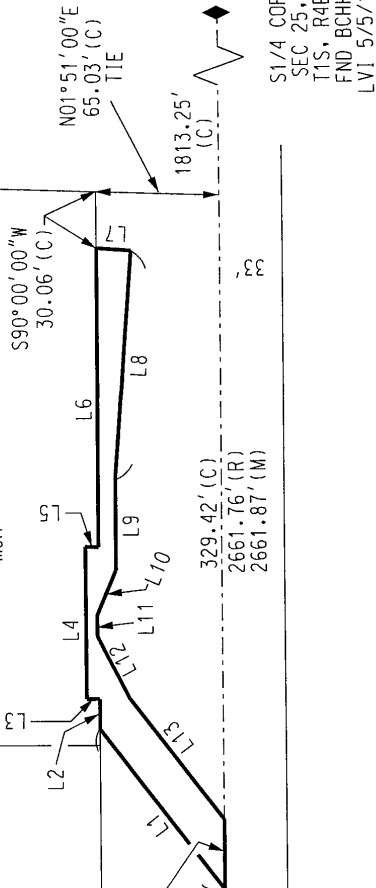
2013-0405820, MCR

McCLINTOCK DRIVE

SW COR  
SEC 25,  
T1S, R4E  
FND BCHH  
LVI 6/9/03

CHANDLER BOULEVARD

482.06' (C)  
N90°00'00"E  
BASIS OF BEARINGS



S1/4 COR  
SEC 25,  
T1S, R4E  
FND BCHH  
LVI 5/5/11

S:/Projects/Pipe And Ditch Jobs/Old Job Numbers/W13-55088-01.DGN

## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF EASEMENT
- SECTION CORNER AS NOTED

## AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP JOB NUMBER:	RD-22965	SCALE:	NTS
AMP W/O NUMBER:	N/A	SHEET:	3 OF 3
AGENT:	RAFFIELD	SHEET SIZE:	8.5"x14"
DRAWN:	BH	REVISION:	0
CHECKED BY:		CREW CHIEF:	FIX
DATE:	6/06/13	FIELD DATE:	1/13/13

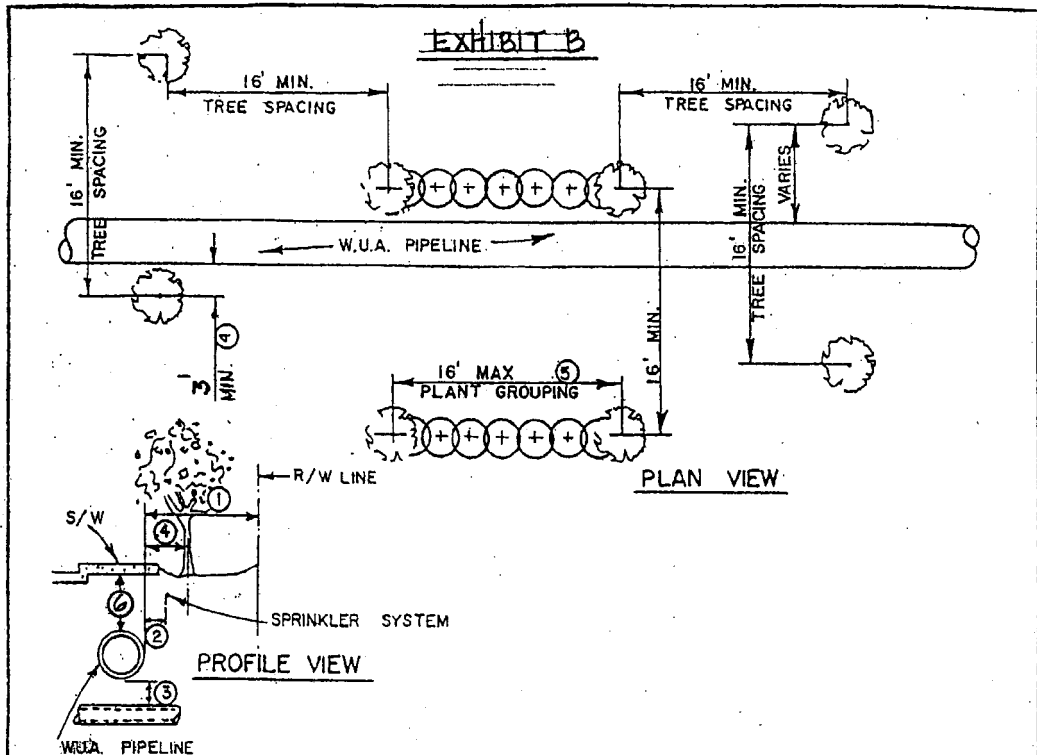
## SURVEY DIVISION LAND DEPARTMENT

THARALSDON HOTEL  
SW 1/4, SEC 25  
T.1S., R.4.E.  
23.1E - 4.9S

**EXHIBIT B**

IF GRANTOR (CITY) INSTALLS TREES, SHRUBBERY OR OTHER PLANTS IN A MANNER INCONSISTENT WITH EXHIBIT B, GRANTEE MAY REQUIRE GRANTOR TO REMOVE THEM AT GRANTOR'S SOLE EXPENSE. FURTHER, GRANTOR SHALL REIMBURSE GRANTEE FOR ALL COSTS INCURRED TO REMEDY ANY DAMAGE TO OR INTERFERENCE WITH ANY IRRIGATION FACILITIES, CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR, UNLESS GRANTEE REASONABLY DETERMINES THAT TIME DOES NOT PERMIT, GRANTEE SHALL PROVIDE GRANTOR WITH REASONABLE NOTICE AND A DAMAGE ESTIMATE IN ADVANCE OF INCURRING COSTS TO REMEDY ROOT PROBLEMS. WHENEVER GRANTEE HAS INCURRED SUCH COSTS WITHOUT ADVANCE NOTICE TO GRANTOR, GRANTEE SHALL PROVIDE GRANTOR WITH VISUAL EVIDENCE OF THE DAMAGE ALONG WITH GRANTEE'S REQUEST FOR REIMBURSEMENT WITHIN TEN (10) DAYS OF THE COMPLETION OF THE DAMAGE OF REPAIRS. UNLESS CAUSED BY GRANTEE NEGLIGENCE, GRANTOR SHALL INDEMNIFY AND SAVE HARMLESS GRANTEE AGAINST AND FROM ANY LIABILITY FOR CLAIMS FOR DAMAGE OR INJURY ARISING OUT OF INTERFERENCE WITH OR DAMAGE TO ANY IRRIGATION FACILITIES CAUSED BY ROOTS FROM TREES, SHRUBBERY OR OTHER PLANTS INSTALLED BY OR CAUSED TO BE INSTALLED BY GRANTOR.

ORIGINAL



UNDERGROUND IRRIGATION PIPELINE

- ① MINIMUM 2' CLEARANCE TO POLES, FENCE OR BUILDING IN PUBLIC R/W. AREA MAY BE USED FOR DRIVEWAY, PARKING, SIDEWALK, LAWN OR ALLEY.
- ② MINIMUM 2' CLEARANCE TO UNDERGROUND UTILITY LINES EXCEPT SPRINKLER SYSTEM. CITY RESPONSIBLE FOR REPAIRING SPRINKLER SYSTEM INSTALLED CLOSER THAN 2'. UTILITY EXCAVATION SHALL BE MINIMUM 2' FROM OUTSIDE EDGE OF C.I.P.P.
- ③ UNDER OR OVER CROSSING MINIMUM 1'.
- ④ MINIMUM 3' TO TREES IN PUBLIC R/W, SEE PLAN VIEW FOR OTHER REQUIREMENTS.
- ⑤ PLANT GROUPINGS SHALL NOT EXCEED 16'; GROUPINGS ON SAME SIDE OF PIPE SHALL BE MINIMUM 16' APART.
- ⑥ MAINTAIN 2' OF COVER

ADDED DATE 6.			
05-18-00	JWS	CWT	2
REVISED	BY	CHK'D	REV.
SALT RIVER VALLEY WATER USERS' ASS'N PHOENIX, ARIZONA			
S.R.P. R/W GUIDELINES FOR MUNICIPAL PRIOR RIGHTS AGREEMENT			
DESIGNED A.R.	CHECKED G.W.		
DRAWN A.K.	RECOMMENDED		
TRACED 5-28-79	APPROVED TNS		
SCALE NONE			
6-28-79		C-8-131	